



ORIGINAL

Contract Number
16-174 A-1

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	Hinkley Senior Citizens Club, Inc
Contractor Representative	John Turner, President
Telephone Number	(760) 253-4677
Contract Term	06/01/2016-05/31/2026
Original Contract Amount	\$30,600.00
Amendment Amount	\$36,600.00
Total Contract Amount	\$67,200.00
Cost Center	3350001792
GRC/PROJ/JOB No.	52003432
Internal Order No.	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, County Service Area 70-W (Hinkley) ("DISTRICT"), as lessor, and the Hinkley Senior Citizens Club, Inc., ("LESSEE") as lessee, entered into Lease Agreement Contract No. 16-174 dated May 3, 2016, ("Lease"), wherein DISTRICT leases certain premises located at real property located in Hinkley, CA, as more specifically described in the Lease, to the LESSEE for a term that is currently scheduled to expire on May 31, 2021; and,

WHEREAS, the LESSEE and DISTRICT now desire to amend the Lease to extend the term of the Lease for five (5) years from June 1, 2021 through May 31, 2026 by the LESSEE's exercise of its only option to extend the lease term, adjust the rental rate, and amend certain other terms of the Lease as set forth in this amendment ("First Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease, is amended as follows:

1. Effective June 1, 2021, pursuant to Paragraph 5, Option to Extend Term, EXTEND the term of the Lease as provided in **Paragraph 3, TERM**, for five (5) years from June 1, 2021 through May 31, 2026 (the "First Extended Term").

2. Effective June 1, 2021, DELETE in its entirety the existing **Paragraph 4, RENT FEE**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT FEE**

4. **RENT FEE:**

A. LESSEE shall pay to DISTRICT the following monthly rental fee in advance on the first day of each month, commencing when the First Extended Term commences, continuing during the First Extended Term, subject to annual increases, as reflected and included in the amounts specifically set forth below:

June 1, 2021 to May 31, 2022 – monthly rental amount of \$570.00
June 1, 2022 to May 31, 2023 – monthly rental amount of \$590.00
June 1, 2023 to May 31, 2024 – monthly rental amount of \$610.00
June 1, 2024 to May 31, 2025 – monthly rental amount of \$630.00
June 1, 2025 to May 31, 2026 – monthly rental amount of \$650.00

B. If any rental fee is not paid when due and payable, LESSEE shall pay to DISTRICT an additional Fifty and 00/100 Dollars (\$50.00) for each fee due as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that DISTRICT will incur by reason of late payment by LESSEE. Acceptance of any late charge shall not constitute a waiver of LESSEE's default with respect to the overdue amount or prevent DISTRICT from exercising any of the other rights and remedies available to DISTRICT.

C. Rent fees for any partial month shall be prorated based on the actual number of days of the month.

3. Effective June 1, 2021, DELETE in its entirety the existing **Paragraph 24, NOTICES**, and SUBSTITUTE therefore the following as a new **Paragraph 24, NOTICES**:

24. **NOTICES**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, including but not limited to notices required under the California unlawful detainer statutes, or any other person shall be in writing and either served personally, delivered by a reputable overnight courier service, or sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the addresses set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered upon the earlier of: (i) the date of actual receipt if such notice is served personally, provided if such date is not a business day, said notice shall be effective as of the immediately following business day; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is delivered by reputable overnight courier service or sent by postage pre-paid, United States first-class mail, certified or registered, return receipt requested provided that in all of the foregoing instances, any notices received after 5 pm local time on a business day shall be deemed delivered on the immediately following business day.

DISTRICT's address: COUNTY SERVICE AREA 70- W (Hinkley)
c/o Special Districts Department
222 West Hospitality Lane, 2nd Floor
San Bernardino Ca 92415-0450

LESSEE's address: HINKLEY SENIOR CITIZENS CLUB, INC.
35997 Mountain View Road
Hinkley, CA 92347

4. All other provision and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease and this First Amendment, the terms and conditions of this First Amendment shall control.

END OF FIRST AMENDMENT.

COUNTY OF SAN BERNARDINO

HINKLEY SENIOR CITIZENS CLUB, INC

►
Curt Hagman, Chairman, Board of Supervisors

By ► 
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name John Turner

Title President

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

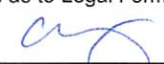
By _____
Deputy

Dated: 5/29/20

Address 35997 Mountain View Road
Hinkley, CA 92347

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Agnes Cheng, Deputy County Counsel

Date 12/9/19

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► 
Jim Miller, Real Property Manager, RESD

Date 6-2-2020